

**PACIFIC GAS & ELECTRIC COMPANY**

**2002 LOCAL PROGRAM**

**PROGRAM TITLE  
SPECIFIC CONDITIONS**

**1.0 INTRODUCTION**

**1.1 Program Overview:**

**1.2 Energy Reduction Targets:**

**2.0 DEFINITIONS [Delete those that do not apply]**

The definitions found in the main body of the Agreement are supplemented with the terms defined below:

CPUC or Commission - The California Public Utilities Commission.

Customer – A residential or business receiving electric and/or gas distribution service from IOU and paying the Public Goods Charge.

Energy Efficiency – The use of Energy Efficiency products, services and practices or an energy-using appliance or piece of equipment to reduce energy usage while maintaining a comparable level of service when installed or applied on the customer side of the meter.

Measures, Energy Efficiency Measure or EEM - Products or services provided to customers that are designed to save energy and demand.

IOU Agreement Representative: The IOU authorized representative responsible for administering this Contract, monitoring Contract dollar amount for IOU and authorizing invoices for payment.

Project – The installation of Measures at a Customer facility.

**3.0 SCOPE OF WORK**

**3.1 [For direct install programs only] Inspection and Quality Assurance**

3.1.1 Implementer shall develop and implement Program “Quality Assurance Procedures” to ensure that the installed EEMs meet the product specifications and installation standards outlined in their proposal and implementation plan. Implementer shall submit a copy of the Quality Assurance Procedures to the IOU Agreement Representative.

3.1.2 The IOU may utilize the following methods to verify that EEMs are installed and operating: post installation on-site verification, work-in-progress on-site verification, product invoices, or other verification procedure, as appropriate. IOU reserves the right to conduct as many inspections as needed to ascertain that Implementer has completed the EEM installations as reported. In order to accommodate the inspection process, Implementer shall, upon IOU Agreement Representative request, provide the most current installation schedule showing date and location where EEM installations have been scheduled. In addition, Implementer shall submit the EEM installation and Customer data ~~described in Section ## herein (refer to Generic Deliverables, see separate document)~~ electronically in Excel or Access upon IOU Agreement Representative request. Implementer shall ensure that IOU has access to the Customer site(s) for all verification inspections.

3.1.4 IOU's verification inspection or review of the design, construction, operation, or maintenance of the Implementer's installation of EEMs shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the EEMs. The Implementer shall in no way represent to any third party that IOU's verification inspection or review of the EEMs is a representation by IOU as to the economic or technical feasibility, operational capability, or reliability of such EEMs. The Implementer is solely responsible for the economic and technical feasibility, operational capability, and reliability of the Implementer's EEM installations.

3.1.5 If IOU's inspection reveals discrepancies between Implementer's reported EEMs and actual EEMs found, Implementer will be given 15 calendar days to make on-site corrections and to revise and resubmit the information provided to IOU Agreement Representative. Up to 5% of the EEM installations will be inspected at no charge to the Implementer. If IOU determines that more than 5% of inspections are needed to ascertain satisfactory completion of Implementer's work, IOU will at its sole discretion increase the number of inspections and charge Implementer for the additional inspections above 5%. Implementers shall also pay for IOU costs associated with re-inspecting failed inspections. The IOU inspection charges shall be deducted from the Implementer's payment. The IOU and Implementer may develop alternate inspection procedures that accomplish the goal of this paragraph.

### 3.2 [For direct installation programs only] **Carbon Monoxide Testing**

Implementer must conduct post-installation carbon monoxide (CO) check will be performed when any work is done on or associated with a natural gas appliance. Implementer shall abide by the local IOU standard on performing CO checking which the local IOU will provide to the implementer.

### 3.3 [For rebate programs only] **Inspection and Quality Assurance**

3.3.1 [This paragraph applies only if the Implementer did not propose a QA plan.] Implementer shall develop and implement Program Quality Assurance Procedures to ensure that the all EEMs rebated are installed and operating, and

meet the product specifications or standards described in Section 3.5 below. Implementer shall submit a copy of the Quality Assurance Procedures to the IOU Agreement Representative.

3.3.2 The IOU may utilize the following methods to verify that the rebated EEMs are installed and operating: post installation on-site verification, product invoices, or other verification procedure, as appropriate. IOU reserves the right to conduct as many inspections as needed to ascertain that EEMs are installed as reported. In order to accommodate the inspection process, Implementer shall, upon IOU Agreement Representative request, provide the EEM rebate and Customer data described in ~~Section ## (refer to Generic Deliverables; see separate document)~~ herein electronically in Excel or Access upon IOU Agreement Representative request. Implementer shall ensure that IOU has access to the Customer site(s) for all verification inspections.

3.3.3 IOU's verification inspection or review of the design, construction, operation, or maintenance of the EEMs rebated by Implementer shall not constitute any representation as to the economic or technical feasibility, operational capability, or reliability of the EEMs. The Implementer shall in no way represent to any third party that IOU's verification inspection or review of the EEMs is a representation by IOU as to the economic or technical feasibility, operational capability, or reliability of such EEMs.

3.3.4 If IOU's inspection reveals discrepancies between Implementer's reported EEMs and actual EEMs found, Implementer will be given 15 calendar days to make revise and resubmit the information provided to IOU Agreement Representative. Implementer shall be solely responsible for obtaining Customer refund of any overpayment of rebates. Implementer shall report the status of Customer refunds and deduct the refunded amounts from the following month's expenditures reported in Implementer's Monthly Report.

3.3.5 Up to 5% of the EEM installations will be inspected at no charge to the Implementer. If IOU determines that more than 5% of inspections are needed to ascertain satisfactory completion of Implementer's work, IOU will at its sole discretion increase the number of inspections and charge Implementer for the additional inspections above 5%. Implementers shall also pay for IOU costs associated with re-inspecting failed inspections. The IOU inspection charges shall be deducted from the Implementer's payment. [The IOU and Implementer may develop alternate inspection procedures that accomplish the goal of this paragraph.](#)

### **3.6 Evaluation, Measure and Verification (EM&V)**

3.6.1 Implementer shall fulfill all commitments specified in the CPUC-approved Evaluation, Measurement, and Verification Plan (hereinafter, "the Plan") and to submit or cause to be submitted plan deliverables to the IOU and CPUC Agreement Representatives in accordance with the schedule specified in the Plan.

3.6.2 Implementer shall cooperate fully with the Plan contractor and subcontractors and provided all requested information, if any, to assure the timely completion of all Plan tasks requiring Implementer involvement or cooperation.

3.6.3 Implementer shall make timely payments to the Plan contractor and subcontractors, so long as the Plan contractor and subcontractors have reasonably performed the work specified in the Plan. Implementer shall not withhold payment due to unfavorable EM&V findings.

### **3.7 Reporting**

3.7.1 Implementer shall provide all reports as described in Section 3.2 of the Agreement.

3.7.2 Implementer shall submit a Final Report to IOU Contract Manager. The final report shall include: cumulative budget, expenditure, savings, and other Program activity information for the duration of the Program, and actual comparisons against original Program savings goals. Implementer shall also include any independent or separate EM&V reports in the Final Report either as an attachment or incorporated into the actual report text. This Final Report shall form the basis for evaluating the final payments based on Program performance.

### **3.8 [For programs that develop technical reports] Technical Reports**

3.8.1 Implementer shall include the following language in all technical reports:

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### **4.0 ACCESS AGREEMENT** (Please note: purpose of this agreement is so that customer understand what is to be done, and allow Implementer access to do the work.)

4.1 Implementer may need access to customer facility. In each instance, Implementer shall:

- supply all necessary tools and materials to perform the services under this Contract.

- be responsible for obtaining a signed Access Agreement, Exhibit A or implementer's own comparable form, from an authorized representative of the Customer before Implementer can enter premises. The original signed Access Agreement shall be retained by the implementer for a period of three years from the end of contract, and provided to the IOU upon request.

## **5.0 PAYMENT TERMS**

**5.1** Implementer shall submit an invoice to IOU in accordance with the schedule outlined in Section 4.5 of the Agreement.

**5.2** In accordance with Section 4.2.2 of the Agreement, IOU payment to Implementer shall be dependent upon Implementer's satisfactory completion of tasks or achievement of goals, as demonstrated by deliverables submitted by Implementer. Satisfactory completion means that the deliverables are completed to the satisfaction of the IOU Agreement Representative. The cumulative total of all payments under the Contract shall not exceed \$\_\_\_\_\_.

**5.3** Implementer shall send monthly invoices to:

{insert utility address}

## **6.0 REQUEST FOR DATA**

**6.1** IOU will share customer-specific information, which includes but is not limited to customer name, address, account number, billing information, usage history, and program participation history, only upon receipt of customer-signed Authorization To: Receive Customer Information or Act on a Customer's Behalf form, a copy of which is attached herein in Exhibit E.

**6.2** IOU may share energy efficiency program data as routinely reported to the CPUC on an aggregated basis, including energy savings, unit accomplishments, and/or number of program participants, which may be reported by program, measure, end use, and/or other CPUC reporting categories. Request for program information that is not routinely reported to the CPUC will be reviewed on a case-by-case basis and only as resources allow. The above does not include any customer-specific information reported to the CPUC under PU Code 583.

## **7.0 PUBLICATION OF CUSTOMER INFORMATION**

**7.1** Implementer may not publish any reports or produce any marketing and promotional materials that may contain customer specific information, including but not limited to Customer's name, logo, and Proprietary Information without:

- prior review and approval by Customer of the material to be published or produced
- obtaining a signed License to Use, a copy of which is attached herein in Exhibit G, from the Customer

## **8.0 Reasonableness Requirement**

In all cases, IOU requests and actions shall be reasonably designed to ensure program accountability and success and/or consumer protection,



**OPTIONAL EXHIBITS:**

**Exhibit A: Access Agreement**

**Exhibit B: Product and Installation Standard**

**Exhibit C: Measure Installation Form**

**Exhibit D: CAS Test Forms**

**Exhibit E: Authorization To: Receive Customer Information or Act on a Customer's  
Behalf**

**Exhibit F: Non-Disclosure Agreement:**

**Exhibit G: License to Use**